# Performance Work Statement (PWS) For Defense Contract Audit Agency (DCAA) DAI Sustainment 47QSMA21K0010

#### 1.0 INTRODUCTION

# 1.1. **Mission and Organization**

- 1.1.1. **Mission.** The Defense Contract Audit Agency (DCAA), while serving the public interest as its primary customer, performs contract audits for the Department of Defense (DOD) and provides accounting and financial advisory services regarding contracts and subcontracts to DOD Components responsible for procurement and contract administration. These services are provided in connection with negotiation, administration, and settlement of contracts and subcontracts to ensure taxpayer dollars are spent on fair and reasonable contract prices. DCAA provides contract audit services to other Federal agencies, as appropriate.
- 1.1.2. **Organization.** The Agency consists of about 4,800 employees at over 300 locations in the United States, Europe, the Middle East, Asia and the Pacific. DCAA's organizational structure consists of three geographic regions, a field detachment that conducts classified work, and four Corporate Auditing Directorates (CADs) for major defense contractors.

# 1.2. **Background**

The DOD required DCAA to implement the Defense Agencies Initiative (DAI) in October 2017. DAI is a Departmental enterprise initiative to transform and modernize the financial management capabilities of Defense Agencies in budget, finance, and accounting operations. The DOD's desired end-state is to achieve accurate and reliable financial information to support financial accountability, and to facilitate effective and efficient decision-making throughout the Defense Agencies in support of the warfighter. DAI enables Defense Agencies to comply with financial management and accounting systems statutory and regulatory requirements, and to achieve auditability through reliable and accurate financial data.

#### 2.0 OBJECTIVES

- 2.1. The DCAA's objective is to obtain contractor support to assist DCAA in stabilizing, and then sustaining, DAI operations. DCAA transitioned to DAI on 27 October 2017.
- 2.2. Contract support is needed to assure subject matter experts in all module areas, but predominately in Procure to Pay (P2P), Order to Cash (O2C), and Oracle Business Intelligence Enterprise Environment (OBIEE), are on hand to resolve process and configuration issues during the remainder of the initial stabilization year of the implementation plan, and to provide sustainment support thereafter. Contractor support is required to resolve process and configuration issues during the remainder of the initial stabilization year of the implementation plan, and to provide sustainment support thereafter.

# 3.0 TASKS

The contractor shall provide subject matter expertise in all module areas, but predominately in Procure to Pay (P2P), Order to Cash (O2C), and Oracle Business Intelligence Enterprise Environment (OBIEE) modules.

- **3.1. Program Management.** Primary areas in program management include process and workflow analysis, report generation, user management, and testing. The contractor shall support DCAA's sustainment of DAI operations by providing expertise in P2P, O2C, Cost Accounting (CA), and OBIEE; the contractor shall also assist with tasks related to Budget Formulation, Budget to Report (B2R), and Acquire to Retire (A2R) system modules. The contractor shall perform tasks including, but not limited to, the following:
  - a. Provide Program Management, Planning, and Support. Assist with gap analysis and operational issue resolution. Analyze DCAA's DAI business processes, address gaps and impacts of Software Change Requests (SCR), facilitate resolution of production issues, and assure application upgrades, e.g., Oracle releases or patches are thoroughly tested to mitigate potential issues.
  - b. Sustain the operability of DCAA's Management Information System (DMIS) interface to DAI to assure accurate reimbursable billing and DMIS reporting functionality.
  - c. Create or refine existing reports to enable end users to reconcile, research, and monitor functional areas.
  - d. Monitor proposed changes and propose revisions to the application, technical documents, and policies and procedures required to enhance DCAA user experience.
  - e. Report on the program's status, risks and issues.
  - f. Assist with role mapping and user management.
  - g. Develop Agency test plans and materials, such as scenarios and scripts in support of System Integration and User Acceptance Tests.
  - h. Participate in design reviews and testing.
  - i. Assist in the development and delivery of business process training, as required.
  - j. Assist with development of implementation plans for new releases.
  - k. Participate in weekly DAI-related telephone conferences, in which the Office of the Secretary of Defense (OSD), DLA, or DCAA host, to ensure DCAA remains apprised of all DAI initiatives, changes, developments, and to advocate for DCAA proposals.
  - l. Post the daily, weekly and monthly reports needed to support functional requirements to the appropriate share drive folder.

# 3.2. Help Desk & Training

3.2.1. **Help Desk.** Contractors will augment DAI Subject Matter Experts (SMEs) during test events and during routine operations. Help desk support will aide users in resolving issues by identifying or troubleshooting reported problems. In the event the solution is beyond Tier 1 support capability, help desk Contractors will escalate the issue to Tier 2 support at the Defense Logistics Agency (DLA) Program Management Office (PMO), and monitor ticket status until resolution. The help desk Contractors shall:

- a. Provide help desk support from 8:00 a.m. to 6:00 p.m. Eastern Time Zone at DCAA HQ.
- b. Assist with workload management to assure subject matter experts are available during the business hours of 9:00 a.m. to 3:00 p.m. Eastern Time.
- c. Maintain help desk standard operations procedures (SOPs) and ensure the most current documents are posted on the DAI SharePoint site.
- d. Document, analyze, and resolve issues received via Cherwell ticket tracking system, telephone, email, and in-person.
- e. Transfer misdirected tickets to the appropriate office, as required.
- f. Escalate issues beyond Tier 1 support capability to the DLA DAI PMO help desk, as required, and track issue to resolution.
- g. Report help desk ticket metrics to identify prominent system and user issues, and recommend system change proposals or areas for additional training.
- h. Participate in help desk-related system testing.
- i. Assist with reporting and user account management to ensure proper roles are assigned and conflicts-in-interests are avoided.
- j. Identify or create reports, as requested by functional users, to facilitate compliance with business processes, management internal controls, and financial integrity act requirements.
- 3.2.2. **Training**. Contractor training support shall include providing instruction and creating DCAA-specific training materials, which will be available on the SharePoint site for user reference after training. Shall conduct scheduled and ad hoc training to improve user technical competency, functional capability, and process efficiency. Contractors shall emphasize instruction on avoiding common user errors during training events and shall assure account access permissions are predicated on training completion. The Contractor shall perform the following help desk and training tasks:
  - a. Periodically train newly assigned Government employees in using DAI to perform their functional roles, e.g., timekeeping, procurement, accounting, etc.
  - b. Conduct periodic on-site, or Skype-enabled, instructor-led OTL Time User training for new hire on-boarding sessions.
  - c. When required, schedule and conduct sustainment training sessions to keep employees attuned to system changes and process modifications.
  - d. Create computer-based training, as required.
  - e. Report metrics on training such number of students registered and attended.
  - f. Maintain the DCAA DAI SharePoint site to ensure information, such as job aids and frequently asked questions, is current and accurate.

#### 4.0 PERFORMANCE METRICS

**4.1.** General Reporting. All products, deliverables, and communications shall meet professional standards and the requirements set forth in contractual documentation. The Contractor shall be responsible for delivering all specified work products. In addition to the specific work products listed below, specialized or supplementary report material may be requested as deemed necessary.

# **4.2.** Required Deliverables:

Reports, documents, and narrative type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected. The general quality measures, set forth below, will be applied to each deliverable received from the contractor under this call.

- Accuracy Deliverables shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity Deliverables shall be clear and concise; engineering terms shall be used, as appropriate. All diagrams shall be easy to understand, legible, relevant to the supporting narrative, and in standard DCAA format. All acronyms shall be clearly and fully specified upon first use.
- Specifications Validity Deliverables must satisfy the requirements of the Government.
- Format Deliverables shall follow DCAA standards. Where none exists, the contractor shall coordinate approval of format with the COR.
- Timeliness Draft deliverables shall be submitted 10 days prior to due date specified to ensure final deliverable is accepted by the Government on or before due date.

The Government will provide written acceptance, comments and/or change requests, if any, within ten (10) workdays from Government receipt of the draft deliverable. Contractor shall revise drafts and deliver finals within five (5) workdays of receipt of Government comments on draft, unless noted otherwise below. "Days" represents workdays, unless otherwise noted. The work products and reports shall be delivered in accordance with dates listed in the following table:

Monthly Status Reports	Monthly on the 10th working day
Trip Reports	Within 5 days after return
Briefings/Presentations and/or Technical	As required to the agency
Reports	
Meeting Reports	As required and w/in 5 days of meeting
Training Materials on SharePoint site	As required to support DAI changes
Concept of Operations, User Manuals and	As required for process changes and
Standard Operating Procedures	system updates.
Quality Control Plan	Draft submitted within 15 days of the start
	of performance, updated as needed.

# 4.3. Quality Control Plan (QCP)

4.3.1. Establish a quality element that ensures compliance with applicable Federal mandates, contractual performance standards, and industry best practices. Consider as part of its Quality Control Plan (QCP) a number of standard approaches toward quality such as the International Standards Organization (ISO) and Systems Engineering Institute/Capability Maturity Model (SEI/CMM) processes.

- 4.3.2. The contractor shall maintain a thorough quality control program with the aim of identifying and correcting deficiencies in the quality of services before performance becomes unacceptable. The contractor shall develop a Quality Control Plan (QCP) that describes the contractor's procedures for monitoring performance. The COR will notify the contractor, in writing, of deficiencies in the plan and allow five (5) days for a revision to be submitted. At a minimum, the Quality Control Plan shall include the following:
- 4.3.2.1. Develop and maintain an inspection system that encompasses all requirements of the call. The inspection system shall satisfy the requirements within this PWS and shall be designed to keep the contractor's management informed of all issues affecting quality.
- 4.3.2.2. The QC function shall ensure that timely and effective corrective action is obtained for all deficiencies identified by the Government. All deficiency responses shall include identification of the cause of the deficiency (if the software "bug" is known at the time of inspection).
- 4.3.2.3. The contractor may be required to conduct special inspections at the client COR's written request. Results of the inspection or audit shall be provided, in writing, in a timely manner as determined by the COR.
- 4.3.2.4. Develop the QCP based on accepted industry standards and detail the processes, procedures, and metrics for assuring quality. The QCP shall also include establishment of capable processes; monitoring and control of critical processes and product variation; establishment of mechanisms for feedback of field performance
- 4.4. <u>Trip Reports.</u> The Contractor shall submit trip reports, using their preferred format within five (5) business days of the completion of each trip or meeting. These reports shall include, at a minimum, traveler(s), the purpose of the trip, destination, dates traveled, organizations/persons contacted, a discussion of the results, and a list of action items and associated assignments. (Note: Travel charges must include the traveller's name, dates of travel, destination, purpose of travel, and cost for each trip.)
- 4.5. <u>Meeting Minutes.</u> The Contractor shall capture meeting minutes, in a mutually agreed upon format, and submit the report within five (5) business days of the meeting. These reports shall include, at a minimum, the purpose of the meeting, attendees, date, issues discussed, decisions/recommendations made, and a list of action items and associated assignments.
- 4.6. <u>Monthly Status Reports.</u> Monthly status reports shall be submitted to the Client's Representative and the General Services Administration (GSA) Representative no later than the 10th calendar day of every month. The Contractor shall discuss the report during the monthly task management review meeting. The monthly status report shall include, but not limited to:
  - a. Contract number, Order number and Project number.
  - b. Brief task description.
  - c. Narrative of work accomplished and significant events in current reporting period.
  - d. Status of deliverables.

- e. Risk/Problems areas.
- f. Anticipated activity for the next reporting period.
- g. Description of any travel or unique services provided or planned.
- h. Status of labor hours and associated funds: Identify labor hours and funds expended for the month by subtask with cumulative totals. Also include labor hours and remaining funds. Identify any potential shortfalls of hours or funds. Include an updated consumption rate chart.
- i. Projection of expiration date of funds and labor hours.
- j. Help desk status report. Report will include but is not limited to number of opened and closed issues (calls, tickets, emails, instant messenger) per month by issue category, average time to resolve reported issues.
- 4.7. **Problem Notification Report (PNR)**. Submit a Problem Notification Report (PNR) to the Client COR, with a copy to the GSA PM, within three (3) calendar days of the contractor encountering a problem or risk event that impacts the cost, schedule, or performance of the Call (or any deliverable or project under the Call). All PNRs shall be tracked in the monthly status report (MSR) and through in-progress reviews (IPRs) until the Government agrees they are resolved. The PNR shall include, but not be limited to, the following:
  - a. Nature and sources of problem
  - b. COR was verbally notified on: (date)
  - c. Is action required by the Government? Yes or No
  - d. If YES, describe Government action required and date required
  - e. Will problem impact delivery schedule? Yes or No
  - f. If YES, identify what deliverables will be affected and extent of delay
  - g. Can required delivery be brought back on schedule? Yes or No
  - h. Describe corrective action needed to resolve problems
  - i. When will corrective action be completed?

#### 5.0 TRAVEL

The Contractor shall be required to occasionally travel in support of training requirements at DCAA locations in Atlanta, GA; Lowell, MA; Irving, TX; Philadelphia, PA; and, La Palma, CA. Arrangements for travel, transportation, meals, lodging, and incidentals for Contractor employees are the responsibility of the Contractor.

All travel shall be performed in accordance with the Federal Travel Regulation (FTR) and the Joint Travel Regulation (JTR) and must be pre-approved by DCAA Program Manager (PM). Costs incurred by Contractor personnel on official business in performance of the DCAA task order are allowable, subject to the limitations contained in Federal Acquisition Regulation (FAR) 31.205-46, Travel Costs. Typically, costs incurred are considered reasonable if they do not exceed the maximum rates within the JTR. Any travel within 50 miles of the Client's site is considered local travel and is not eligible for cost reimbursement.

Prior to travel, the Contractor will complete DCAA Form 5000-8, DCAA Contract Travel Authorization/Reimbursement, with the estimated travel costs and submit it to the DCAA PM for review and approval. Upon completion of travel, the Contractor will submit the completed DCAA

Form 5000-8, actual expenses and copies of all travel receipts with the appropriate invoice in the GSA invoicing system.

Funds allocated for travel will be listed as travel costs on the invoice. The not to exceed amount allowed for travel is \$5,000 per year for the base year, and for each option period.

# 6.0 PERIOD OF PERFORMANCE, LOCATION, HOURS OF OPERATION

#### 6.1. **Period of Performance**.

Base Year: 19 March 2021-18 March 2022 Option 1: 19 March 2022-18 June 2022

#### 6.1.1. OPTIONAL PERIOD OF PERFORMANCE

- a. The government may extend the term of this contract by written notice to the contractor within thirty (30) calendar days before the contract expires; provided that the government gives the contractor a preliminary written notice of its intent to extend at least sixty (60) calendar days before the contract expires. The preliminary notice does not commit the government to an extension.
- b. If the government exercises an option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed fifteen (15) months; with the exception of any potential bridge of the contract for an emergency continuance of contract performance to be awarded for the benefit of the Government.
- 6.2. <u>Location of Performance.</u> The work will primarily be performed at DCAA Headquarters, 8725 John J. Kingman Road, Suite 2135, Fort Belvoir, Virginia.
- 6.3. <u>Hours of Operation.</u> The Contractor shall provide support for DAI sustainment, between the hours of 8:00 a.m. and 6:00 p.m. Eastern Time Zone, Monday through Friday, except for Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. Help desk support staff shall stagger operating hours from 8:00 a.m. to 6:00 p.m. Eastern Time Zone to increase the support availability for DCAA West Coast offices.

# 7.0 GOVERNMENT FURNISHED EQUIPMENT AND MATERIALS

The Government shall furnish onsite desk, chair, and computer equipment with internet access, telephone, facsimile machine, and copy machine. The equipment issued shall be compliant with DOD and DCAA policies and shall be used only for the performance of work prescribed in this performance work statement and shall not be used for personal use. Additionally, help desk software will be furnished by DCAA.

#### 8.0 CONTRACTOR FURNISHED ITEMS AND SERVICES

The Contractor shall furnish all supplies and services to meet performance requirements, except that specified as Government Furnished Equipment and Materials (Section 7.0)

# 9.0 SECURITY REQUIREMENTS

All Contractor employees shall meet the security criteria to occupy national security sensitive position as required by DoD 5200.2M, DoD Personnel Security Program. All contractors assigned work under this under this contract must be a U.S. citizen. DCAA security office will coordinate with the Contractor Facility Security Officer or contractor personnel to ensure compliance with DoD 5200.2M for occupancy of a national security sensitive position. The contractor Facility Security Officer may submit a Visit Request to DCAA HQ Security using JPAS SMO Code B9000 for contractor personnel that already meet the requirements of a national security sensitive position.

#### 10.0 PROPRIETARY/SENSITIVE DATA REQUIREMENTS

The data processed within DCAA offices is considered proprietary, sensitive, or both, and shall not be used to solicit or benefit other work by the Contractor. Contractor agrees to comply with clauses 52.224-1 and 52.224-2 of the FAR.

# 11.0 CONFIDENTIALITY AND NONDISCLOSURE

- 11.1. Non-Disclosure Agreement. The Contractor shall not disclose information with regard to this task order. The Contractor shall ensure that a Non-Disclosure Agreement (NDA) is signed by all its employees assigned to or performing on this task order before performing any work, including all Subcontractors and Consultants. The Non-Disclosure/Non-Use statement shall be cosigned by a corporate official (Contractor Task Manager or higher-level official). The Contractor shall also ensure that all its employees understand and adhere to the terms of the non-disclosure statement. All Contractor personnel are responsible for protecting the Government's procurement-sensitive information, and the proprietary information of other Contractors. Assignment of Contractor employees who have not executed an NDA or failure to adhere to provisions in the NDA may be grounds for default under this Contract.
- 11.2. <u>Personally Identifiable Information (PII).</u> The Contractor shall safeguard PII in accordance with the Privacy Act of 1974, 5 U.S.C. § 552a; DCAA Privacy Program, DCAAR 5410.10; and, DOD Privacy Act Regulation, 5400.11-R. The Contractor shall inform the DCAA PM immediately of discovery/detection if DOD PII data is compromised, lost, or stolen. The Contractor shall complete the annual DCAA Privacy Program Training course. The DCAA PM will coordinate the DCAA Privacy Program Training with the Contractor.
- 11.3. <u>Compliance with Information Assurance Policies.</u> The Contractor shall remain compliant with all applicable Federal rules, regulations, directives, instructions, orders, and policies pertaining to Information Assurance (IA), Information Technology (IT), IT Security, and protection of Federal data and information systems, including adherence to National Institute of Standards and Technology (NIST) policies, NIST/DOD security standards and the Federal Information Security Management Act (FISMA). In addition, the Contractor shall not connect any non-Government-issued computer or Universal Serial Bus (USB) Flash Drive Media Device to the DCAA network.
- 11.4. <u>Information Assurance Training and Certification.</u> The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance

certification to perform information assurance functions in accordance with DOD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including:

- 11.4.1. DOD-approved information assurance workforce certifications appropriate for each category and level, as listed in the current version of DOD 8570.01-M; and
- 11.4.2. Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M. Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.
- 11.4.3. Contractor personnel who do not possess current and variable certifications shall be denied access to DOD information systems for the purpose of performing information assurance functions.
- 11.5. <u>Contractor Identification</u>. The Contractor is required to identify themselves as a Contractor when attending meetings, answering Government telephones or where their Contractor status is not obvious to third parties (for example, in e-mail communications). Contractors are also required to mark any documents as being Contractor-prepared or ensure that their participation as Contractors is appropriately disclosed.

# 11.6. Personal Identity Verification of Contractor Personnel

- 11.6.1. The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- 11.6.2. The Contractor will insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a Federal information system.

#### 12.0 ADMINISTRATIVE CONSIDERATIONS

#### **Sponsor/Primary Client Representative**

(b) (6)
Defense Contract Audit Agency (DCAA)
Ft. Belvoir, Virginia
(b) (6)
(b) (6)
Defense Contract Audit Agency (DCAA)
Ft. Belvoir, Virginia
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# **GSA - Project Manager**

Michael Wade, COR U.S General Services Administration Email: michael.s.wade@gsa.gov PH:(b) (6)

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**Contract Specialist** 

**TBD** 

#### 13.0 Invoices

The Period of Performance (POP) for each invoice *shall* be for one calendar month. The contractor *shall* submit only one invoice per month per order/contract. The appropriate GSA office will receive the invoice by the twenty-fifth calendar day of the month after either:

- (1) The end of the invoiced month (for services) or
- (2) The end of the month in which the products (commodities) or deliverables (fixed-priced services) were delivered and accepted by the Government.

For Labor Hour and Time and Material orders/contracts each invoice *shall* show, the skill level category, the hours worked per skill level, the rate per skill level and the extended amount for that invoice period. It *shall* also show the total <u>cumulative</u> hours worked (inclusive of the current invoice period) per skill level, the hourly rate per skill level, the total cost per skill level, the total travel costs incurred and invoiced, and the total of any other costs incurred and invoiced, *as well as* the grand total of all costs incurred and invoiced.

For Labor Hour and Time and Material orders/contracts each invoice *shall clearly indicate* both the current invoice's monthly "burn rate" and the total average monthly "burn rate".

The contractor *shall submit* all required documentation (unless exempted by the contract or order) as follows:

<u>For Travel</u>: Submit the traveler's name, dates of travel, location of travel, and dollar amount of travel.

*For ODCs:* Submit a description of the ODC, quantity, unit price and total price of each ODC.

**Note:** The Government reserves the right to audit, thus; the contractor shall keep on file all backup support documentation for travel and ODCs.

**Note:** For Firm Fixed Price, Labor Hour, and Time and Material fiscal task items:

#### Charges:

- All invoice charges must be task item specific (only one task item) unless concurrent task item periods of performance exist.
- For invoices with concurrent task item periods of performance all invoice charges must be service month specific (that is one service month only).

# Credits:

- If the credit invoice is for the same year of a particular ACT#, the contractor shall include that credit on a subsequent invoice submission against that same ACT#. If the contractor is unwilling to offset a subsequent invoice then they must submit a refund check.
- When the credit invoice is for a different year, the contractor shall submit a refund check for that credit invoice.

Invoices that net to a credit balance **SHALL NOT** be accepted. Instead, a refund check must be submitted by the contractor to GSA accordingly. The refund check shall cite the ACT Number and the period to which the credit pertains. The contractor shall provide the credit invoice as backup documentation. Do not attach credit invoice in ITSS or on the Finance website. It must be attached to the refund check. The refund check shall be mailed to:

General Services Administration Finance Division P.O. Box 71365 Philadelphia, PA 19176-1365

**Posting Acceptance Documents:** Invoices shall be submitted monthly through GSA's electronic Web-Based Order Processing System, currently ITSS to allow the client and GSA COTR to electronically accept and certify services received by the customer representative (CR). Included with the invoice will be all back-up documentation required such as, but not limited to, travel authorizations and training authorizations (including invoices for such).

**Receiving Agency's Acceptance:** The receiving agency has the following option in accepting and certifying services;

a. Electronically: The client agency may accept and certify services electronically via GSA's electronic Web-Based Order Processing System, currently ITSS, by accepting the Acceptance Document generated by the contractor. Electronic acceptance of the invoice by the CR is considered concurrence and acceptance of services.

Electronic acceptance of the invoice by the CR is considered concurrence and acceptance of services. The contractor shall seek acceptance and electronically post the acceptance document in GSA's electronic Web-based Order Processing System, currently ITSS. After acceptance of the invoice by the CR, the Contractor shall submit a proper invoice to GSA Finance (<a href="https://www.finance.gsa.gov/defaultexternal.asp">www.finance.gsa.gov/defaultexternal.asp</a>) not later than five (5) workdays after acceptance by the Government of the product, service, and/or cost item.

<u>Note:</u> The acceptance of the authorized agency customer representative is REQUIRED prior to the approval of payment for any invoiced submitted and shall be obtained prior to the approval of payment. In order to expedite payment, it is *strongly recommended* that the contractor continue to include the receiving agency's electronic acceptance of all the services or products delivered, with signature of the authorized agency customer representative and the date of acceptance, as part of the submission documentation.

**Note:** If *any* invoice is received without the required documentation and, the customer's electronic acceptance, the invoice *shall* be rejected in whole or in part as determined by the Government.

**Posting Invoice Documents:** Contractors shall submit invoices to GSA Finance for payment, after acceptance has been processed in GSA's electronic Web-Based Order Processing System, currently ITSS. The contractor is to post the invoice on GSA's Ft. Worth web site, <a href="https://www.finance.gsa.gov/defaultexternal.asp">www.finance.gsa.gov/defaultexternal.asp</a>

**Content of Invoice:** The contractor's invoice will be submitted monthly for work performed the prior month. The contractor may invoice only for the hours, travel and unique services ordered by GSA and actually used in direct support of the client representative's project. The invoice shall be submitted on official letterhead and shall include the following information at a minimum.

- GSA Task Order Number
- Task Order ACT Number
- Remittance Address
- Period of Performance for Billing Period
- Point of Contact and Phone Number
- Invoice Amount
- Skill Level Name and Associated Skill Level Number
- Actual Hours Worked During the Billing Period
- Travel Itemized by Individual and Trip (if applicable)
- Training Itemized by Individual and Purpose (if applicable
- Support Items Itemized by Specific Item and Amount (if applicable)

**Final Invoice**: Invoices for final payment must be so identified and submitted within 60 days from task completion and no further charges are to be billed. A copy of the written acceptance of task completion must be attached to final invoices. The contractor shall request from GSA an extension for final invoices that may exceed the 60-day time frame.

The Government reserves the right to require certification by a GSA COTR before payment is processed, *if necessary*.

#### **Close-out Procedures.**

**General:** The contractor shall submit a final invoice within sixty (60) calendar days after the end of the Performance Period. After the final invoice has been paid the contractor shall furnish a completed and signed Release of Claims (GSA Form 1142) to the Contracting Officer. This release of claims is due within fifteen (15) calendar days of final payment.

#### 14.0 FAR Clauses

#### 52.202-1 -- Definitions.

As prescribed in section 2.201, insert the following clause:

Definitions (Nov 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(End of Clause)

# FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

(a) Definitions. As used in this clause—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

<sup>&</sup>quot;Covered foreign country" means The People's Republic of China.

<sup>&</sup>quot;Covered telecommunications equipment or services" means—

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

# "Critical technology" means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
    - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

- (b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.
- (c) Exceptions. This clause does not prohibit contractors from providing—
- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

# (d) Reporting requirement.

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d) (2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

#### FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.